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9 ATTORNEYS FOR PLAINTIFF  
10 ATTORNEY PAUL GARRISON  
11  
12

13 **UNITED STATES DISTRICT COURT**  
14  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16  
17 **UNLIMITED JURISDICTION**

18 PAUL GARRISON  
19 Plaintiffs,

20 vs.  
21

22 ALPHABET, INC., GOOGLE LLC, OUTTEN  
23 & GOLDEN LLP, WAYNE N. OUTTEN,  
24 ANNE GOLDEN, JUSTIN SWARTZ,  
25 MELISSA WASHINGTON, BRIAN LEE  
JOHNSRUD, CURLEY, HURGEN &  
JOHNSRUD LLP, CIERRA GROSS and  
DOES 1-50, inclusive,

26 Defendants.  
27  
28

Case No.: 3:22-cv-01426

AMENDED COMPLAINT FOR DAMAGES

1. INTENTIONAL  
MISREPRESENTATION
2. FRAUD
3. BREACH OF CONSTRUCTIVE  
TRUST
4. INTENTIONAL INTERFERENCE OF  
PROSPECTIVE ECONOMIC  
INTEREST
5. VIOLATION OF CALIFORNIA  
WIRE TAPPING LAW
6. BREACH OF GOOD FAITH AND  
FAIR DEALING
7. NEGLIGENCE
8. NEGLIGENCE PER SE
9. INTENTIONAL INFILCTION OF  
EMOTIONAL DISTRESS
10. COMMON COUNT: MONEY HAD  
AND RECEIVED
11. CONVERSION
12. BREACH OF FIDUCIARY DUTY
13. COMMON COUNT: ACCOUNT  
STATED

14. BREACH OF DUTY OF ESCROW HOLDER
15. CONSTRUCTIVE FRAUD: SECTION 1573
16. INVASION OF PRIVACY: WIRETAPPING
17. NEGLIGENT MISREPRESENTATION
18. NEGLIGENT INTERFERENCE OF PROSPECTIVE ECONOMIC INTEREST
19. VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200
20. PRIVATE ATTORNEY GENERAL FEES 17204 and CCP SECTION 1021.5
21. CONSPIRACY
22. INJUNCTION

## JURY TRIAL DEMANDED

## INTRODUCTION

1. This Complaint arises out of Defendants' conspiracy to violate a constructive trust consisting of Plaintiff Attorney Paul Garrison's ("Plaintiff" & "Attorney Garrison") earned attorney's fees in the amount of \$166,666.67, representing one third (1/3) of \$500,000.00 which Mr. Garrison negotiated on May 6, 2021, for his then client, Defendant Cierra Gross when in settlement negotiations with Gross' employer, Defendant, Google LLC ("Google"). On May 6, 2021, Attorney Garrison informed Defendant Gross of her employer's offer of \$500,000 settlement offer which Defendant Gross had indicated she would accept. Attorney Garrison presented Defendant Gross with Google's drafted "Settlement and Release." Rather than executing the Settlement and Release, Defendant Gross falsely represented to Attorney Garrison that she was "stressed" and was going on a "Stress Leave."

1 2. The very next day, May 7, 2021, rather than going on “Stress” leave, Defendant Gross  
 2 directly contacted Defendant Google’s HR Department and attempted to negotiate a settlement,  
 3 demanding \$850,000, without any notice or agreement from her attorney, Mr. Garrison.

4 3. On May 8, 2021, Defendant Gross agreed to accept the \$500.000 offer as a complete  
 5 settlement of her employment dispute with Google on the condition that Attorney Garrison would  
 6 agree to reduce his acknowledged contractual fee of 1/3 of \$500,00 equaling \$166.666.67 to  
 7 \$75,000. Attorney Garrison replied that he declined to reduce his 1/3 contractual fee. In response,  
 8 Defendant Gross revealed that she had secretly and without consent recorded a conversation with  
 9 Mr. Garrison wherein Mr. Garrison had allegedly agreed to reduce his fee which Defendant Gross  
 10 threatened that she would disclose and use her “wire-tapped,” conversation against Attorney  
 11 Garrison.

12 4. On May 9, 2021, Defendant Gross discharged Attorney Garrison. On that same day, May  
 13 9, 2021, Attorney Garrison notified Defendant Google’s attorney that Defendant Gross had  
 14 terminated his services and that he was asserting a lien against her settlement in order to secure his  
 15 attorney’s fees. Less than one month later, Defendant Gross, now represented by Defendants  
 16 Outten & Golden LLP reached a settlement with Google for \$700,000.

17 5. Defendant Google disregarded Attorney Garrison’s duly noticed and asserted lien, and  
 18 agreed with Defendants Outten & Golden LLP, Wayne N. Outten, Anne Golden, Justin Swartz,  
 19 and Melissa Washington (“Outten & Golden”) to transfer the agreed upon 1/3 fee amount of  
 20 \$166.666.67 lien amount to Defendants Otten & Golden, LLP. Such action was contrary to  
 21 Google’s obligation under the lien which obligated Google to retain in trust the stated lien amount  
 22 of \$166.666.67. Instead, as an overt act of the conspiracy between them, Defendants, and each of  
 23 them, drafted a sham “Agreement” that designated Outten & Golden LLP to “hold” Attorney  
 24 Garrisons’ fees of \$166.666.67. Defendant Outten & Golden LLP then turned around and induced  
 25 Attorney Garrison to sign the agreement along with agreeing to waive and release all of his claims  
 26 against each of the Defendants.

27 6. However, the Agreement’s “Waiver and Release” provision was devoid of any legal  
 28 consideration in the same manner as the Sahara Desert is devoid of water. None of the Defendants

1 tendered or offered any valuable consideration to Attorney Garrison in exchange for his agreement  
 2 to waive and release claims against Defendants. Rather Defendants induced Attorney Garrison to  
 3 sign their “agreement” to “hold” his attorney’s fees under the representation that in exchange for  
 4 his signature, they would forthrightly release his funds. Instead, Defendants have wrongfully,  
 5 illegally, and unethically refused to release Attorney Garrison’s fees by asserting he is not entitled  
 6 to ‘one red cent’ of fees. They have not done so even to this date, released a penny to Attorney  
 7 Garrison almost one year later.

8 **JURISDICTION AND VENUE**

9 7. This Court has Jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1332(a)(1) as the  
 10 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is  
 11 between citizens of different States. Attorney Garrison also brings this action pursuant to the laws  
 12 of the State of California. Venue is proper in this judicial district because Plaintiff’s injuries,  
 13 damages and harm occurred here pursuant to 28 U.S.C. § 1391(b)(2). Further, one or more of the  
 14 Defendants conduct business in this judicial district.

15 **PARTIES**

16 8. PLAINTIFF PAUL GARRISON is a resident of Alameda County and a citizen of the  
 17 United States.

18 9. ALPHABET, INC. is incorporated in the state of Delaware. Alphabet Inc is primarily in  
 19 the business of providing services of computer programming, data processing. The address of the  
 20 Corporation’s registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City  
 21 of Wilmington, County of New Castle, Delaware 19808. ALPHABET INC. is the controlling  
 22 company of Google LLC.

23 10. Google LLC (“Google”) is incorporated in the state of Delaware. Google’s primary  
 24 business is providing services of computer programming, data processing.

25 11. Outten & Golden LLP is a law firm headquartered in New York, New York.  
 26 (DEFENDANTS “Outten & Golden”)

27 12. Wayne N. Outten is a resident of New York, NY and a citizen of the United States.  
 28 (DEFENDANTS “Outten & Golden”)

1 13. Anne Golden is a resident of New York, NY and a citizen of the United States.  
 2 (DEFENDANTS "Outten & Golden")

3 14. Justin Swartz is a resident of New York, NY and a citizen of the United States.  
 4 (DEFENDANTS "Outten & Golden")

5 15. Melissa Washington is a resident of New York, NY and a citizen of the United States.  
 6 (DEFENDANTS "Outten & Golden")

7 16. Defendant Gross is a resident of New York, NY and a citizen of the United States.

8 17. Defendant Brian Lee Johnsrud is a resident of San Mateo County, and a citizen of the  
 9 United States. (DEFENDANTS "Curley, Hurtgen & Johnsrud")

10 18. Defendant Curley, Hurtgen & Johnsrud LLP, Counselors at Law, located at 4400  
 11 Bohannon Drive, Suite 230, Menlo Park, CA 94025, San Mateo County.

12 **DOE DEFENDANTS**

13 19. Defendant Does 1 through 50 inclusive, are sued herein under the provisions of the Code  
 14 of Civil Procedure § 474 of the State of California, and upon ascertainment said Doe Defendants'  
 15 true identity, Plaintiff will amend to expressly state their true identity. Plaintiff is informed and  
 16 believes and therein alleges that each of the Defendants designated herein by a fictitious name is  
 17 in some way negligent or responsible for the events and happenings herein referred to, which  
 18 proximately resulted in those injuries and damages to the Plaintiff as herein alleged.

19 **VICARIOUS RESPONSIBILITY**

20 20. Each Defendant, at all relevant times, was acting as the agent and co-conspirator of the  
 21 other, and each endorsed, ratified, encouraged, agreed with, and took overt acts to carry out and  
 22 accomplish the illegal conduct, activities and schemes alleged herein. All illegal conduct by  
 23 managing agents was endorsed, ratified, encouraged and agreed to by each Defendant and was  
 24 foreseeable, and Defendants, and each of them, had prior knowledge of said illegal conduct,  
 25 rendering Defendants vicariously liable. Defendants are individually liable for the acts and  
 26 omissions of each other, based on the facts that each Defendant endorsed, ratified, encouraged,  
 27 conspired and agreed to the illegal conduct as herein alleged.

## CONSPIRACY

2 21. Defendants engaged in a conspiracy by agreeing to hold in “Escrow” Attorney Garrison’s  
3 attorney’s fees, knowing that Google’s Attorney had a legal obligation to retain possession of the  
4 funds after Attorney Garrison had provided notice of his lien, which Google’s Attorney  
5 acknowledged. (*Amen v. Merced County Title Co.* (1962) 58 Cal.2d 528, 531–532 (an escrow  
6 agent breaches its fiduciary duties if it pays escrow funds to others . . . rather than meeting its  
7 obligation under the escrow agreement). Defendants, and each of them knew that Defendant Gross’  
8 successor attorneys, Outten & Golden, created an illegal conflict of interest because they were  
9 seeking the same fees that were contractually due to Attorney Garrison who, upon inducement,  
10 permitted Outten & Golden to hold in “escrow.”

11 22. At the time of their inducement, Defendants Outten & Golden, were well apprised of their  
12 own conflict with respect to Plaintiff's attorney's fees, and thus, never intended to discharge their  
13 fiduciary duty as escrow holders to Attorney Garrison. Instead, from the very inception,  
14 Defendants Outten & Golden intended to keep and convert Attorney Garrison's fees for their own  
15 use and to deny that he was owed any fees at all.

16 23. Defendants, and each of them, took the overt act of inducing Attorney Garrison to sign a  
17 sham “Escrow Agreement” and the associated “Waiver & Release of Claims,” provision that  
18 stated, “In exchange, Mr. Garrison agrees not to sue Google, its counsel, Ms. Gross, or Outten &  
19 Golden LLP with respect to such lien” despite knowing full well there was no bargained for  
20 “exchange.” In fact, Google’s attorney intentionally refused to sign said “Escrow Agreement” on  
21 account that the “Agreement” was nonbinding and void on account of the absence of legal  
22 consideration. Given the express conflict between the two attorneys,’ Defendant Google should  
23 have maintained possession of the funds and/or transferred the funds to a neutral, uninterested  
24 third-party as an Escrow holder.

24. Defendants' conspiracy caused and created injuries, harms and losses, and Defendants' wrong  
25. ful, wanton and willful misconduct was outrageous and gross, and said Defendants acted  
26. with reckless, malicious and conscious disregard for the rights of Plaintiff, entitling Plaintiff to  
27. punitive damages as herein set forth.

## STATEMENT OF FACTS

25. On March 10, 2021, "The Law Offices of Paul Garrison ("Attorney") and Ms. Cierra Gross ("Client") both voluntarily and knowingly entered into this Attorney-Client Fee Agreement."

26. The pertinent provisions of the Attorney-Client Fee Agreement are as follows:

**3. Client Obligations:** Client duties, at all times during this representation, shall be to be truthful with Attorney, cooperate with Attorney, **keep Attorney informed**, comply with the terms of this Agreement, pay bills on time, keep Attorney advised of change in address, telephone number and Client's whereabouts, provide necessary information and documents and to appear at legal proceedings and meetings related to assisting Attorney in fulfilling her obligations under this Agreement.

**4. Deposit:** Client agrees the work Attorney performs on behalf of Client in this matter is on a contingency fee basis. Client acknowledges that the retention deposit in the amount of \$2,500.00 for Attorney's start up fees and costs is waived. However, should Attorney obtain a settlement or severance package on Client's behalf with Client's employer, **Client shall pay Attorney one-third of any lump sum payment** that client receives from her employer as stated in paragraph 5 below. Client shall receive a billing statement at the end of the matter. [Emphasis added]

**5. Legal Fees and Billing Practices:** Client agrees to pay Attorney on a contingency fee basis. The initial deposit is waived as stated in paragraph 4. **client understands and agrees to pay Attorney one-third 1/3 of the monetary settlement** (excluding the value of fringe and retirement benefits and promotional wage increases). Although the parties agree to a contingency fee arrangement, for Client's knowledge only, Attorney's regular fee rate is \$450.00 per hour. [Emphasis added]

**8. Lien:** Client grants Attorney a lien on all claims and causes of action that are subject of this representation under this Agreement. The lien will be for any services performed by Attorney at the conclusion of services performed. **The lien will attach to any recovery Client may obtain whether by arbitration, court judgment, verdict, settlement or in any other manner.** The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any recovery obtained by Attorney by virtue of her efforts on Client's behalf even if Attorney is discharged before the end of the case. Because a lien may affect Client's property rights, **Client may consult with an independent lawyer regarding the lien before executing this agreement.** By initialing this paragraph, Client agrees that Client has had a reasonable opportunity to consult with an independent attorney regardless of whether Client has exercised the right to consult with such an attorney and that client grants Attorney such a lien. /CG/(Client initials here) /PG/ initials here) . [Emphasis added] (See Exhibit 1, Attorney-Client Fee Agreement).

27. On May 6, 2021, pursuant to protracted settlement negotiations, Google’s attorney, Mr. Brian Johnsrud sent Attorney Garrison a “**Transition And Settlement Agreement And General Release Of Claims**,” specifying: “This Transition and Settlement Agreement and General Release of Claims (this “Agreement”) is made by and between Cierra Gross (“you”) and Google LLC (the “Company”), as follows:...” (See Exhibit 2, Google’s Settlement Agreement)

28. Attorney Garrison negotiated the \$500,000 settlement reflected in the Transition and Settlement Agreement. The Settlement Agreement's pertinent provisions as follows:

**1. Your Transition Period, Bonus, And Benefits.** Your approved leave of absence expires on May 24, 2021. If you sign and timely deliver this Agreement the first time (the “first signing”), the Company will provide you with a transition period from May 25, 2021 through and including July 7, 2021, during which you will use your accrued vacation hours (“Transition Period”). During the Transition Period, you will be on vacation and will not report to (or do any) work or have access to the Company’s computer network. Once you sign this Agreement for the first time, you will receive a \$50,000 Transition Period Bonus, less applicable deductions, payable within 30 days of your first signing of this agreement.

4. The Settlement Payment shall be made as follows:

\$200,000.00 (Two Hundred Thousand Dollars), subject to applicable deductions and withholdings, by direct deposit payment to the bank account that the Company has on file for you. The Company will report this payment on an IRS Form W-2 and its state and local equivalents because it is paid in settlement of any wage-related, back pay, or front pay claims you may have (the “W-2 Payment”). \$200,000.00 (Two Hundred Thousand Dollars), in an ACH transfer payment to your bank account. The Company will report this payment on an IRS Form 1099 and its state and local equivalents because it is paid in settlement of any claims for punitive damages, equitable relief, mental or emotional distress, or cost claims you may have (the “1099 Payment”). \$50,000.00 (Fifty Thousand Dollars), in an ACH transfer payment to your attorney’s (the Law Offices of Paul Garrison’s) bank account, reported on an IRS Form 1099 and its state and local equivalents. (See Exhibit 2, Google’s Settlement Agreement).

29. On May 6, 2021, after reviewing and discussing the offer of \$500,000, Ms. Gross told Attorney Garrison that she was taking a mental health leave and to suspend all communications with her and the company for one week. She concealed that she was going to negotiate herself with the company directly without Mr. Garrison's knowledge while he was representing her:

On May 6, 2021, at 8:49 AM, Cierra Gross <[>](#) wrote:

1 Hi Paul,

2 Just wanted to touch base before I go out. I'm out for a week starting tomorrow to  
 3 reduce stress. Whatever offer they come back with today, I decline. Continue to  
 4 negotiate in my absence and get as close to the 1.2 million that you expressed you  
 5 thought was reasonable. If you continue at the same pace by the time I return you  
 6 all should have passed 5 or so offers back and forth. I'm about to enter into a  
 7 meeting with "Ray Ray and them" so I'm unavailable today. I will not be  
 8 responding to texts, calls, or emails while I'm out. I will reach out to you next  
 9 Wednesday upon my return. I look forward to discussing the progress made in my  
 10 absence.

11 Thanks so much!

12 Cierra (See Ex 23)

13 30. The very next day, May 7, 2021, following Defendant Gross' communication of her intent  
 14 to accept the negotiated offer to Attorney Garrison, Defendant Gross directly emailed Defendant  
 15 Google's Human Resources and attempted to negotiate a settlement in the amount of \$850,000  
 16 without providing any notice to Attorney Garrison, and in violation of the terms of the Attorney-  
 17 Client Fee Agreement which expressly provided: "Client duties, at all times during this  
 18 representation, shall be to be truthful with Attorney, cooperate with Attorney, keep Attorney  
 19 informed, comply with the terms of this Agreement". See Exhibit 1, pg. 3 Attorney-Client Fee  
 20 Agreement.

21 From: **Cierra Gross**

22 Date: Fri, May 7, 2021 at 6:49 P

23 Subject: For Your Awaren

24 To: Fiona Cicconi

25 Hi Fiona,

26 "We are now at a point where one of my lawyers is instructing me to  
 27 release a medium article post and file a lawsuit against Google. I do not  
 28 want to and I hate that my choices suffer more or let Google devalue the  
 1 impact this has had on my life. **I am asking Google for \$850,000 to allow  
 2 myself some time off to focus on my health and healing** before returning  
 3 to the workplace and to replace the money from my Google Stock Units had  
 4 I been able to keep working at Google, if not for racism. "(See Exhibit 3,  
 5 Defendant Gross' email to HR requesting \$850,000).

6 31. On May 8, 2021, Defendant Gross indicated that she would agree to the Google offer and  
 7 asked Attorney Garrison, "are you going to add another addendum to reflect the changes of  
 8 accepting the fees as paid by Google and waiving the difference? See Exhibit 4, Defendant Gross  
 9 Email on May 8, 2021, at 2:57 PM, Cierra Gross:

1 32. Defendant Gross' conduct of both contacting Google HR and negotiating a settlement  
 2 without notice or consent from Attorney Garrison and conditioning her acceptance of the offer on  
 3 Attorney Garrison waving the difference in his fees, prevented him from pursuing additional offers  
 4 from her employer. Defendant Gross' bad faith conduct created and fixed the contracted  
 5 entitlement of 1/3 of the \$500.000 Attorney Garrison had negotiated and would have received but  
 6 for the bad faith violation of the terms of the Attorney-Client Fee Agreement.

7 See Exhibit 1, pg. 3 Attorney-Client Fee Agreement.

8 33. Defendants, and each of them, at all relevant times, knew of Defendant Gross' bad faith  
 9 conduct and acquiesced, consented and ratified said conduct. Hence, Defendants, and each of  
 10 them, are liable for all the damages, harms, and injuries Attorney Garrison has suffered and will  
 11 suffer. "It is elementary a plaintiff suing for breach of contract must prove it has performed all  
 12 conditions on its part or that it was excused from performance. Similarly, where defendant's duty  
 13 to perform under the contract is conditioned on the happening of some event, the plaintiff must  
 14 prove the event transpired." *Consolidated World Investments, Inc., v. Lido Preferred Ltd.* (1992)  
 15 9 Cal.App.4th 373, 380. Defendant Gross' conduct prevented Attorney Garrison from negotiating  
 16 additional settlement offers, and Defendant Gross's bad faith was a breach of her duty of good  
 17 faith and fair dealing as established by the terms of the Attorney-Client Fee Agreement.

18 34. On May 8, 2021, at 2:57 PM, Cierra Gross wrote: "Hi. I believe I already signed it but are  
 19 you going to add another addendum to reflect the changes of you accepting the fees as paid by  
 20 Google and waving the difference? -Cierra"

21 35. On May 09, 2021, 2:47 PM, Defendant Gross continued to indicate she would accept  
 22 Google's offer of \$500,000 conditioned on Attorney Garrison agreeing to reduce his fee from 1/3  
 23 to \$75,000. "When Google offered to pay your legal fees you said to me on the phone that you  
 24 would accept Google's payment as payment in full and waive any other fees as a, "gift to me." Is  
 25 it my understanding that you now have no plans on following through with that verbal agreement  
 26 and as a result would want a third of any settlement offer agreed upon? -Cierra" (See Exhibit 5)

1 On May 9, 2021, at 2:27 PM, in response to Defendant Gross' request that Attorney Garrison  
 2 reduce his fees, Attorney Garrison stated that he declined to reduce his fee and reasserted his  
 3 contractual fee of one-third (1/3) of the \$500,000:

4 "Cierra: We have entered into a legally binding agreement as to how I will be  
 5 compensated for my services with respect to representing you. Since you have  
 6 rejected Google's settlement offer, there is nothing more for me to consider or  
 7 change at this time with respect to the Retention Agreement. We should wait to see  
 8 how the Company responds to your recent demand of \$850,000. "  
 9

10 (See Exhibit 6)

11 36. On May 9, 2021, at 3:33 PM, Defendant Gross wrote: "Paul I reread your email. It is my  
 12 understanding that you have no intention of honoring your verbal agreement to me that you would  
 13 accept Google's payment to you as payment in full in lieu of our signed agreement. Despite the  
 14 fact that I agreed to the retainer addendum you wanted to add to the contract. Please confirm my  
 15 understanding that you are refusing to honor our verbal agreement. Our legally binding agreement  
 16 also says I can discharge you at any time. If my understanding is correct then you are invoking  
 17 that clause of the contract because I will not sign any offer from Google without the updated  
 18 addendum." (See Exhibit 7) [Emphasis added]

19 37. On May 9, 2021, Defendant Gross discharged Attorney Garrison expressing that she would  
 20 not accept Attorney Garrison's negotiated offer of \$500,000 without Attorney Garrison's  
 21 agreement to reduce his fee to \$75,000 and that such reduction must be designated in the "updated  
 22 addendum": "On 05/09/2021 4:24 PM Cierra Gross < > wrote: Paul, I understand. Effective  
 23 immediately I discharge you as my lawyer. I will send my new attorneys all relevant contact  
 24 information. Take care. -Cierra" (See Exhibit 8)

25 38. On May 9, 2021, Attorney Garrison acknowledged Defendant Gross' notice of termination  
 26 and asserted his Lien pursuant to the retainer agreement" "May 9, 2021, at 21:22, Paul Garrison  
 27 wrote: "Cierra: Thanks for the notice. In accordance with the Retention Agreement, any  
 28 **settlement proceeds** that you receive from Google are **subject to the lien provision of the**  
**agreement. The effect of the provision permits me to be paid 1/3 of any settlement that you**  
**receive from Google in payment for my legal services up to this point.**" (See Exhibit 9)  
 [Emphasis added]

1 39. On May 9, 2021, Attorney Garrison duly gave notice to Google's Attorney of his "lien  
 2 agreement that requires Ms. Gross to pay me 1/3 of any proceeds that she receives from Google.":  
 3 "May 9, 2021, 6:26 PM To: Brian Johnsrud Subject: Cierra Gross Brian: Effective immediately,  
 4 I no longer represent Cierra Gross. My retention agreement with Ms. Gross is subject to a lien  
 5 agreement that requires Ms. Gross to pay me 1/3 of any proceeds that she receives from Google. I  
 6 will provide you with a copy of the Agreement upon request." (See Exhibit 10)

7 40. On May 9, 2021, Google's Attorney Brian Johnsrud acknowledged notice of Attorney  
 8 Garrison's Lien: "From: Brian Johnsrud To: PAUL GARRISON Date: 05/09/2021 6:30 PM  
 9 Subject: Re: Cierra Gross Hi Paul, Thank you for letting me know. Who is her new counsel?  
 10 Brian" (See Exhibit 11)

11 41. On May 9, 2021, Defendant Gross acknowledged the Attorney-Client Contract, and  
 12 pressed her view of an alleged "verbal agreement" that was contrary to the Attorney-Client  
 13 Agreement's provision that expressly required any modification to be in writing: "11. Entire  
 14 Agreement: This Agreement shall be the entire agreement between Attorney and client and no  
 15 other representations, agreement, statements, promises made on or before the effective date of this  
 16 Agreement shall be binding upon the Parties." See Exhibit 1-Attorney-Client Fee Agreement, pg.  
 17 2, prg.11.

18 42. On 05/09/2021, 6:50 PM, Cierra Gross wrote: "Paul, No problem. I will ask my attorney  
 19 to include your \$75k in lieu of a third that you verbally agreed to with me in the settlement  
 20 agreement. Your emails to me in this thread acknowledge there was in fact a verbal agreement that  
 21 was different than our contract. If you'd like to fight this too I'll have her add it to the list of things  
 22 to do. Cierra". See Exhibit 12. At no time did Defendant Gross void the Attorney-Client Fee  
 23 Agreement.

24 43. On May 11, 2021, at 12:39 PM, Defendant Gross again acknowledged the validity of the  
 25 Attorney-Client Fee Agreement and did not exercise any option to void her contractual agreement  
 26 with Attorney Garrison. Additionally, she admitted to to "wire-tapping" her conversations with  
 27 Attorney Garrison, as she had done with her employer, Google:

28 From: Cierra Gross  
 To: PAULGARRISON

Subject: Authorization to speak with Melissa Washington

Paul,

I am writing to provide you authorization to speak with my prospective counsel Melissa Washington of Outten & Golden who's profile I have linked. My understanding is that Ms. Washington has already reached out to you to address this matter but you advised you could not speak to her because she had not yet been retained. As you know a client may authorize her former attorney to speak with prospective counsel notwithstanding a fully executed retainer agreement. Otherwise, your failure to speak with prospective counsel would prejudice my ability to retain new counsel. Without a confirmation of the negotiation history to date as well as the agreed lien on the file I will be prejudiced in my ability to retain counsel to enforce my rights under the law.

In your May 9, 2021 email you stated, " If you are making **that** proposal now I will consider it." **I thought it was understood from my email prior that the \$75,000 was and still is the proposal on the table. Any other arrangement (other than the \$75,000 that you promised and for which Google agreed to pay directly to you) would result in an inequitable outcome where I am receiving less in settlement money than I am paying in attorneys fees.** *Although our conversation was verbal as you are aware of my prior recordings with Google I can substantiate that you did not say that the \$75,000 offer was contingent on my acceptance of Google's most recent counter. Unfortunately, I felt the need to start recording our **conversations** after you advised me to have Google add "alleged physical damages" to the settlement agreement where I told you I had not suffered any physical damages.*

In any event I am not seeking to engage in debates around the fees or to exacerbate our existing tensions. I am simply seeking confirmation. Please confirm that you will agree to a \$75,000 lien on the file.

44. On May 12, 2021, Defendant Gross attempted to negotiate a settlement directly with Google's Attorney. "From: **Cierra Gross** Sent: Wednesday, May 12, 2021 2:03 PM To: **Brian Johnsrud** Subject: RE: New representation "Hi Paul indicated that you had new offer that you would send Monday. **Can you send me that new offer. Thank you.**" [Emphasis added] (See Exhibit 13)

45. On May 12, 2021, Google's Attorney, Brian Johnsrud corrected Defendant Gross' mistaken belief that Google had offered additional money as follows: "From: Brian Johnsrud Date: On Wed, May 12, 2021, at 17:12 Hi Cierra, That's not correct. Google made its last offer to Paul on Thursday, May 6, subject to the attached draft terms and conditions. I told Paul that, if we

1 received a counteroffer from you, Google would consider a further offer in good faith. So let us  
 2 wait to receive your good-faith counter before we respond further." (See Exhibit 13)

3 46. On May 13, 2021, Defendant Gross again reiterated the false assertion that Attorney  
 4 Garrison would accept \$75,000 but again refrained from designating the Attorney-Client Fee  
 5 Agreement she had with Attorney Garrison was void: "From: Cierra Gross To: PAUL GARRISON  
 6 Date: 05/13/2021 11:51 AM Hi Paul, In response to your email to Brian that a counter offer was  
 7 made and therefore our agreement that you would accept \$75k in lieu of the third lapsed, see  
 8 below. I don't need a response as you will need to discuss who gets what with my new attorney  
 9 upon settlement, if one is reached." (See Exhibit 14)

10 47. Twenty-Seven (27) days after Attorney Garrison negotiated the \$500,000 with Google,  
 11 on 06/09/2021 10:07 AM Brian Johnsrud... wrote: Paul, As you may know, we have a tentative  
 12 resolution in the Cierra Gross matter, which of course is subject to a written agreement being  
 13 worked out and signed. To settle the case, we need your written confirmation that Google may  
 14 pay 1/3 of the total settlement proceeds as attorney's fees to Cierra's current counsel, which they  
 15 agree to hold in their trust account pending resolution of your asserted lien. This is a  
 16 common way to resolve this type of issue so that a client like Cierra is not aggrieved by reason of  
 17 any dispute over an attorney's fee lien. In short, it enables Google to sign the written agreement  
 18 and pay the settlement amount while you and Cierra's new firm work to resolve the lien. Please  
 19 let me know if you are okay with this. Many thanks. Brian"

20 (See Exhibit 15)

21 48. Despite receiving and acknowledging notice of Attorney Garrison's Lien for 1/3 of the  
 22 negotiated \$500,000 settlement amount, on June 11, 2021, Google's Attorney failed to honor  
 23 Attorney Garrison's Lien. "From: Brian Johnsrud To: PAUL GARRISON Cc: "Swartz, Justin  
 24 M." "Washington, Melissa" Date: 06/11/2021 8:22 AM Google is NOT handling this lien or  
 25 holding the amount in a protected account. We are not getting in the middle of this. Outten &  
 26 Golden can hold the money in trust. The draft agreement is with them." (See Exhibit 16)

1 49. On June 11, 2021, Attorney Garrison informed and instructed Google's Attorney to place  
 2 "1/3 of the \$500,000 into a "protected account until the fee dispute can be resolved. "On June 11,  
 3 2021, at 8:18 AM, Attorney Garrison wrote:

4 All:

5 In order to avoid prejudice to Ms. Cierra Gross, I agree to permit Google to place  
 6 1/3 of the \$500K against which the Law Offices of Paul Garrison holds a lien in  
 7 that amount for attorney's fees for representing Ms. Gross into a protected account  
 8 until the fee dispute can be resolved. All other funds can be distributed consistent  
 9 with the terms of the agreement between Google and Ms. Gross' counsel. After the  
 10 fee dispute is resolved, documented in writing and executed by both parties, Google  
 11 will accordingly disburse the 1/3 amount that was previously withheld.

12 While this represents a small modification from the original proposal, it is a better  
 13 one in that it allows a neutral party in the fee dispute, here Google who already  
 14 possesses the funds, to hold the monies until the fee dispute is resolved. However,  
 15 it is in effect the same.

16 In order to resolve the fee dispute now in the best interest of Ms. Gross, I again  
 17 invite Ms. Gross' counsel to make a reasonable proposal in writing and I will give  
 18 it serious consideration although I maintain that LOPG is legally entitled to the full  
 19 amount stated above. (See Exhibit 16)

20 50. On June 11, 2021, Defendants Outten & Golden acknowledged that Attorney Garrison  
 21 was "asserting a lien for "1/3<sup>rd</sup> of the \$500,000": From: "Washington, Melissa" To: PAUL  
 22 GARRISON "Swartz, Justin M." Date: 06/11/2021 5:04 AM:

23 Thanks Paul. There is no executed agreement. In order to finalize the agreement,  
 24 Brian is waiting for your written confirmation that you are seeking a lien for  
 25 "1/3<sup>rd</sup> of the \$500,000" as you stated during our phone call. He needs written  
 26 confirmation of that lien to insert into the agreement so that that amount can be held  
 27 in escrow pending resolution of the lien. During our phone call, you stated that you  
 28 are asserting a lien for "1/3<sup>rd</sup> of the \$500,000" and are seeking fees "up to the  
 amount that was on the table and nothing additional." Once you confirm that with  
 Brian in writing, he will insert it into the agreement and the parties will finalize and  
 send the final executed agreement to you. (See Exhibit 17)

51. Defendants, and each of them, attempted to get Attorney Garrison to sign a "Escrow  
 Agreement and release of claims" without legal consideration. Attorney Garrison rejected  
 Defendants' proposed "Escrow agreement as follows:

26 **From:** PAUL GARRISON <  
 27 **Sent:** Monday, June 14, 2021 7:01 PM  
 28 **To:** Washington, Melissa <>; Swartz, Justin M. <>  
**Cc:** Manuel, Ashley <

**Subject:** Fwd: Gross/Google: Escrow agreement and release of claims.pdf

Ms. Washington and Mr. Swartz:

The attached agreement does not comport with our understanding in that it includes a release provision that was never discussed. I therefore cannot sign the attached agreement in its current iteration.

Please revise in accordance with our agreement. Thanks. Paul Garrison" (See Exhibit 18)

52. On the same day, June 14, 2021, again Attorney Garrison reiterated that he “never agreed to release any party” pushing back on Defendants’ false assertion:

**“From:** Paul Garrison **Sent:** Monday, June 14, 2021 8:25 PM

To: Washington, Melissa

**Cc:** Swartz, Justin M. <; Manuel, Ashley

**Subject:** Re: Gross/Google: Escrow agreement and release of claims.pdf  
Melissa:

I never agreed to release any party. I do not agree to release Outten or Ms Gross. Google is the only party where the release is appropriate since it is not a party to the attorney/client agreement or a party's legal representative. Send the revised agreement accordingly. Thanks. Paul Garrison (See Exhibit 19)

53. On June 14, 2021, Defendants induced Attorney Garrison to sign a sham agreement to hold the attorney's fees but failed to provide any consideration for the sham "Waiver and Release:

## Escrow Agreement and Waiver & Release of Claims

Outten & Golden LLP, Ms. Cierra Gross, and Mr. Paul Garrison agree as follows:

1. Whereas, Cierra Gross and Google have reached a final settlement (“Settlement”) with respect to her discrimination claims against Google.

2. Whereas, Mr. Garrison has asserted an attorney's fees lien in the amount of \$165,000 with respect to the Settlement.

3. Outten & Golden LLP agrees to keep \$165,000 in escrow (1/3rd of \$500,000) in satisfaction of Mr. Garrison's attorney's fee lien until the fee dispute between the parties is resolved;

4. Mr. Garrison agrees that this amount is adequate to resolve his asserted lien; and,

**5. In exchange, Mr. Garrison agrees not to sue Google, its counsel, Ms. Gross, or Outten & Golden LLP with respect to such lien. (See Exhibit 20) [Emphasis added]**

1 54. Paragraph 5 of the “Escrow” is illusory, void of legal consideration and unenforceable.  
 2 Neither Defendant paid any consideration for the sham provision “not to sue” Defendants. Google  
 3 never signed the sham “Escrow” agreement.

4 55. On August 6, 2021, Defendants Outten asserted that Attorney Garrison “is not entitled to  
 5 a fee at all.” In the following email to Attorney Garrison’s, former attorney John Sullivan,  
 6 Defendants stated in bad faith and in violation of Attorney Garrison’s constructive trust for  
 7 attorney’s fees stated:

8           **From:** Swartz, Justin M.  
 9           **Sent:** Friday, August 6, 2021 6:44 AM  
 10           **To:** Sullivan, John Cc: Jennifer Becker Washington, Melissa >  
 11           **Subject:** Re: Garrison/Gross

12           John –

13           Thanks for our call the other day. I appreciated the approach you took and understand the  
 14 points you made. However, **we and our client continue to believe that your client is not**  
**entitled to a fee at all**, given the circumstances and his conduct. Therefore, we reject your  
 15 client’s \$140,000 demand. In response, we will increase our offer to \$33,000. This is more  
 16 than he would be awarded in litigation and without paying a lawyer to litigate for him. We  
 17 urge him to accept it. Please feel free to call me if you want to discuss further. Best regards,  
 Justin” (See Exhibit 21) [Emphasis added]

18 56. Attorney Garrison has exhausted all efforts to retrieve his funds from Defendants and  
 19 Defendants, and each of them, have refused to deliver his contractually authorized and mandatory  
 20 lien executed attorneys’ fees in violation of each of the Causes of Actions set forth herein.

21 57. On September 7, 2021, Attorney Garrison appealed to Partner Defendant Wayne Outten,  
 22 stating, in relevant parts:

23           **From:** PAUL GARRISON <  
 24  
 25           **Sent:** Tuesday, September 7, 2021 2:46 PM  
 26           **To:** Outten, Wayne  
 27           **Cc:** ; Swartz, Justin M. ; Washington, Melissa >  
 28           **Subject:** RE: Cierra Gross Fee Dispute - CONFIDENTIAL FOR THE  
 PURPOSES OF SETTLEMENT ONLY

Mr. Outten:

1 I am writing to appeal to you for assistance. I am a solo practitioner based in  
 2 Oakland, CA. My practice is devoted to ADR services and to assisting individuals  
 3 in fighting employment discrimination by negotiating settlements pre-trial. I often  
 4 fight big employers and obtain satisfactory results for my clients that are reasonable  
 5 for both parties.

6 Recently, I did just that with respect to an African American female, Cierra Gross,  
 7 regarding her concerns of racial harassment with her former employer, Google. On  
 8 the eve of settlement with a hefty offer pre-trial on the table, Ms. Gross terminated  
 9 me and hired your firm. Your firm lawyers, Justin Swartz and Melissa Washington  
 10 subsequently represented her. While they improved Ms. Gross' position, they did  
 11 so by less than half of the amount (\$200,000) that I had negotiated (\$500,000) for  
 12 her pre-litigation.

13 It is my understanding and belief that Ms. Gross has already been paid and the  
 14 remaining amount represents attorney's fees, approximately \$170,000, is being held  
 15 by your firm in a client trust fund account. Despite my appeals to settle this dispute  
 16 multiple times, Mr. Swartz and Ms. Washington have tried multiple times to bully  
 17 me to accept a nominal amount that was not only substantially less than what I was  
 18 entitled to receive in the written attorney-client contingency fee agreement with  
 19 Ms. Gross, but also well below the amount that both Ms. Washington and Ms. Gross  
 20 attempted to get me to accept: \$70,000.00. In order to try to settle the matter in  
 21 good faith, I reduced my attorney's fee entitlement that I earned to  
 22 \$140,000.00. Outten has only tendered a pittance of \$33,000.00 in response after  
 23 initially proposing that I settle the fee dispute for \$70,000.00 - still well below what  
 24 I have earned. Subsequently, Mr. Swartz and Ms. Washington have been  
 25 completely silent and that is why I am reaching out to you now.

26 Not only am I entitled to the attorneys' fees that I earned, but I also want to settle  
 27 the fee dispute because we are ostensibly on the same side of the law - helping  
 28 employees and not fighting each other. I believe that the actions of your attorneys  
 belie the key values of your firm - integrity. From your firm's website and its  
 reputation, I have concluded that your firm's mission and practice is not based upon  
 taking earned attorney's fees from solo practitioners. Accordingly, I would like to  
 resolve this matter amicably soon. I am hoping that your intervention will help us  
 achieve this objective. See Exhibit 22

29 58. Defendants have ignored and continue to ignore, all appeals to pay the attorney's fees due  
 30 and owning Attorney Garrison. Attorney Garrison performed all terms and conditions of the  
 31 Attorney-Client Agreement and was prevented from finalizing the settlement on account of  
 32 Defendants' insupportable bad faith conduct.

33 WHEREFORE, Plaintiff prays for relief as set forth herein

**FIRST CAUSE OF ACTION  
Against All Defendants  
INTENTIONAL MISREPRESENTATION**

59. Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

60. Defendants, and each of them, made false representations that they would rightfully and lawfully hold in escrow Attorney Garrison's attorney's fees despite concealing their true intention to refute Attorney Garrison's entitlement to any and all fees. Defendants, and each of them, represented to Attorney Garrison the truth of the following statement that "Outten & Golden LLP agrees to keep \$165,000 (sic) in escrow (1/3rd of \$500,000) in satisfaction of Mr. Garrison's attorney's fee lien until the fee dispute between the parties is resolved." Defendants' representation was false and in knowing that the representation was false when they made it, did so recklessly and with patent disregard for its truth. Defendants fully intended that Attorney Garrison would rely on their representation. Attorney Garrison reasonably relied on Defendants' representation on account that Defendants, Outten & Golden LLP, Wayne N. Outten, Anne Golden, Justin Swartz, Melissa Washington, Does 1-150 were attorneys who, in declaring that they would hold Attorney Garrison's funds in 'Escrow,' established a "fiduciary relationship of trust. Defendants concealed their true intention of donning the conflicting roles of "escrow holder," "advocate" and ultimate final arbiter with respect to the handling of Attorney Garrison's attorney's fees. Had Attorney Garrison been apprised of Defendants' true intentions, he would have insisted on a neutral third party as the escrow holder of his attorney's fees. Attorney Garrison was harmed; and Attorney Garrison's reliance on Defendants' representation was a substantial factor in causing his harm.

61. Defendants, at all relevant times herein, are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

WHEREFORE, Plaintiff prays for relief as set forth herein.

**SECOND CAUSE OF ACTION  
Against All Defendants  
FRAUD: NO INTENTION TO PERFORM PROMISE**

62. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

63. Attorney Garrison was harmed on account of Defendants engagement in affirming false promises. Based upon the above circumstances, Defendants had no intention of performing their affirmative promises when articulated. Despite such, Defendants intended that Attorney Garrison rely on their promises which in fact he did. Likewise, Defendants refused to perform the substance of their promised acts and as such, Attorney Garrison's reliance on Defendants' said promises was the substantial factor in causing his harms.

64. Defendants, at all relevant times herein, are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

WHEREFORE, Plaintiff prays for relief as set forth herein.

**THIRD CAUSE OF ACTION  
Against All Defendants  
BREACH OF CONSTRUCTIVE TRUST**

65. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

66. Defendants received Attorney Garrison's attorney's fees in trust, pursuant to an "Escrow" account that was voluntarily represented and created by Defendants. The Escrow is a "trust" account. An escrow holder is a fiduciary of the funds in escrow until they are disbursed to the person entitled to the funds. The funds do not belong to the escrow holder.

67. Defendants' Outten & Golden LLP, Wayne N. Outten, Anne Golden, Justin Swartz, Melissa Washington, Does 1-150 are asserting an interest in Attorney Garrison's fees and are disbursing their attorney's fees from said escrow funds in express violation of their fiduciary duty. Defendants manufactured a conflict of interest by offering to hold Attorney Garrison's attorney's fees in escrow while intentionally concealing their own self-interests in his fees.

1 68. Defendants, at all relevant times herein, owed a fiduciary duty to Plaintiff. Defendants  
 2 breached their fiduciary duty to Attorney Garrison and are therefore liable to him for all economic  
 3 and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment  
 4 of life, anxiety, fear, and misery.

5 WHEREFORE, Plaintiff prays for relief as set forth herein.

6 **FOURTH CAUSE OF ACTION**  
 7 **Against All Defendants**

8 **INTENTIONAL INTERFERENCE OF PROSPECTIVE ECONOMIC INTEREST**

9 69. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 as though set forth in full.

10 70. Defendants intentionally interfered with an economic relationship between Attorney  
 11 Garrison and Defendant Gross that would have resulted in an economic benefit to Attorney  
 12 Garrison.

13 71. Attorney Garrison and Defendant Gross were engaged in an economic relationship the  
 14 fruits of which resulted in an economic benefit to Attorney Garrison. Defendants were well  
 15 apprised of Attorney Garrison and Defendant client Gross. Defendants engaged in wrongful  
 16 conduct by inducing Attorney Garrison to sign an “Escrow Agreement” in which Defendants  
 17 agreed to hold Attorney Garrison’s attorney fees when their true intent was to convert the fees to  
 18 their own benefit.

19 72. By engaging in this conduct, Defendants intended to disrupt the relationship and/ or knew  
 20 that disruption of the relationship was certain or substantially certain to occur. The relationship  
 21 was disrupted. Attorney Garrison was harmed. Defendants’ conduct was a substantial factor in  
 22 causing Attorney Garrison’s harm.

23 73. Defendants, at all relevant times herein, are therefore liable to him for all economic and  
 24 non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of  
 25 life, anxiety, fear, and misery.

26 WHEREFORE, Plaintiff prays for relief as set forth herein.

**FIFTH CAUSE OF ACTION**  
**Against Defendant CIERA GROSS**  
**VIOLATION OF CALIFORNIA WIRETAPPING LAW**

74. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

75. CALIFORNIA PENAL CODE SECTION 631 provides the following:

(a) Any person who, by means of any machine, instrument, or contrivance, or in any other manner, intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including the wire, line, cable, or instrument of any internal telephonic communication system, or who willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained, or who aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this section, is punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail not exceeding one year, or by imprisonment pursuant to subdivision (h) of Section 1170, or by both a fine and imprisonment in the county jail or pursuant to subdivision (h) of Section 1170. If the person has previously been convicted of a violation of this section or Section 632, 632.5, 632.6, 632.7, or 636, he or she is punishable by a fine not exceeding ten thousand dollars (\$10,000), or by imprisonment in the county jail not exceeding one year, or by imprisonment pursuant to subdivision (h) of Section 1170, or by both that fine and imprisonment.

76. Wiretapping is considered a “wobbler” offense that can be filed by prosecutors as either a felony or a misdemeanor. If charged as a misdemeanor, the defendant can be sentenced to up to a year in jail and a fine of up to \$2,500. If charged as a felony, the maximum penalty one could receive is three years in prison. If the defendant has a previous conviction for wiretapping, eavesdropping, intercepting a cell phone call or intercepting a cordless phone call, the fine amount rises to \$10,000.

77. In addition to criminal penalties, the victim of a criminal wiretapping case is entitled to civil damages as a result of the defendant's conduct. The victim of such action is statutorily entitled to up to three times the amount of damages suffered or \$5,000, whichever amount is greater. Even if no damages were suffered, the victim could still sue the defendant for up to \$5,000.

Defendant Gross' admission that she was recording her "conversations" with Attorney Garrison without his consent is an admission of several wiretapping violations, entitling

1 Attorney Garrison to \$5,000 for each illegal secret recording. Upon information and  
 2 belief there were in excess of five such unconsented illegal recordings while the number  
 3 might be significantly more. From: Cierra Gross To: PAUL GARRISON  
 Date: 05/11/2021 12:39 PM  
 Subject: Authorization to speak with Melissa Washington

4 Paul,

5 In your May 9, 2021 email you stated, " If you are making that proposal now I will  
 6 consider it." I thought it was understood from my email prior that the \$75,000 was and  
 7 still is the proposal on the table. Any other arrangement (other than the \$75,000 that  
 8 you promised and for which Google agreed to pay directly to you) would result in an  
 9 inequitable outcome where I am receiving less in settlement money than I am paying  
 10 in attorneys fees. Although our conversation was verbal as you are aware of my prior  
 11 recordings with Google I can substantiate that you did not say that the \$75,000 offer  
 12 was contingent on my acceptance of Google's most recent counter. ***Unfortunately, I  
 13 felt the need to start recording our conversations*** after you advised me to have Google  
 14 add "alleged physical damages" to the settlement agreement where I told you I had not  
 15 suffered any physical damages. [Emphasis added]

16 In any event I am not seeking to engage in debates around the fees or to exacerbate  
 17 our existing tensions. I am simply seeking confirmation. ***Please confirm that you will  
 18 agree to a \$75,000 lien on the file.*** [Emphasis added]

19 78. Defendant Gross, at all relevant times herein, owed a legal statutory duty to Plaintiff as set  
 20 forth in the wiretapping statute. Defendant Gross breached said duty and is therefore liable to  
 21 Plaintiff for all economic and non-economic damages, including all pain, mental and emotional  
 22 distress, loss of enjoyment of life, anxiety, fear, and misery.

23 79. Defendant Gross acted with malice, oppression and fraud, entitling Attorney Garrison to  
 24 punitive damages in an amount as herein stated.

25 WHEREFORE, Plaintiff prays for relief as set forth herein.

26 **SIXTH CAUSE OF ACTION**  
 27 **Against All Defendants**  
**BREACH OF CONTRACTUAL COVENANT OF**  
**GOOD FAITH AND FAIR DEALING**

28 80. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 29 as though set forth in full.

30 81. In every contract or agreement there is an implied promise of good faith and fair dealing.  
 31 This implied promise means that each party will not do anything to unfairly interfere with the right  
 32 of any other party to receive the benefits of the contract. Good faith means honesty of purpose  
 33 without any intention to mislead or to take unfair advantage of another. Generally speaking, it

1 means being faithful to one's duty or obligation. However, the implied promise of good faith and  
 2 fair dealing cannot create obligations that are inconsistent with the terms of the contract.

32. **BUSINESS AND PROFESSIONS CODE SECTION 6147** provides, in relevant parts:

4 “(a) An attorney who contracts to represent a client on a contingency fee basis  
 5 shall, at the time the contract is entered into, provide a duplicate copy of the  
 6 contract, signed by both the attorney and the client, or the client's guardian or  
 7 representative, to the plaintiff, or to the client's guardian or representative. The  
 8 contract shall be in writing and shall include, but is not limited to, all of the  
 9 following:

10 (1) A statement of the contingency fee rate that the client and attorney have agreed  
 11 upon.

12 (2) A statement as to how disbursements and costs incurred in connection with the  
 13 prosecution or settlement of the claim will affect the contingency fee and the  
 14 client's recovery.

15 (3) A statement as to what extent, if any, the client could be required to pay any  
 16 compensation to the attorney for related matters that arise out of their relationship  
 17 not covered by their contingency fee contract. This may include any amounts  
 18 collected for the plaintiff by the attorney.

19 (4) Unless the claim is subject to the provisions of Section 6146, a statement that  
 20 the fee is not set by law but is negotiable between attorney and client.

21 **(b) Failure to comply with any provision of this section renders the agreement  
 22 voidable at the option of the plaintiff, and the attorney shall thereupon be  
 23 entitled to collect a reasonable fee.**

24. Defendant Gross did not at any time communicate to Attorney Garrison her intent to void  
 25 the Attorney-Client Agreement she had entered into with Attorney Garrison. Before Defendant  
 26 Gross terminated Attorney Garrison's services on May 9, 2021, she unilaterally, secretly and in  
 27 bad faith, contacted Google and negotiated a settlement for \$850,000 in a concerted attempt to  
 28 deprive Attorney Garrison of his contracted fee on the prior negotiated \$500,000 settlement he had  
 negotiated and brokered on Defendant Gross' behalf with her employer, Google. Defendant Gross'  
 unbridled greed obscured her good faith which continued unabated with her attempt to “squeeze  
 play” Attorney Garrison by forcing him to accept a fee reduction as grounds for consummating  
 the settlement she arranged with Google behind Attorney Garrison's back.

25. Given that pursuant to statute, an attorney-client fee agreement is not set by law but is  
 26 negotiable between attorney and client...and that “failure to comply with any provision of this  
 27 section renders the agreement voidable at the option of the plaintiff, and the attorney shall

1 thereupon be entitled to collect a reasonable fee, Defendant Gross was fully endowed with the  
 2 prerogative to void her Agreement with Attorney Garrison.

3 85. The client's power to discharge an attorney, with or without cause, is absolute. Code Civ.  
 4 Proc., § 284. *Fracasse v. Brent* , 6 Cal.3d 784. "The relation of attorney and client is one of special  
 5 confidence and trust, and the dignity and integrity of the legal profession demand that the interests  
 6 of the client be fully protected." California law implies in every contract "Good Faith" to all parties  
 7 of a contract, here, client and the attorney. Defendant Gross engaged in bad faith with she contacted  
 8 Google HR and negotiated a \$850,000 settlement while representing to Attorney Garrison that she  
 9 was going on a "stress leave."

10 86. Defendant Gross again engaged in bad faith, and continues to engage in bad faith, when  
 11 she attempted to bully Attorney Garrison by telling him that he must reduce his fee on the \$500,000  
 12 settlement he negotiated, threatening that she had recorded their conversations and could prove he  
 13 had agreed to reduce his fee to \$75,000 instead of the contractual 1/3 of the \$500,000, or  
 14 \$166,666.67. When Attorney Garrison insisted on his one third contractual fee of the \$500,000  
 15 settlement, Defendant Gross terminated his services as an attorney. The law does not reward fraud,  
 16 bad faith and unclean hand, all of which are accurately reflected by the facts of Defendant Gross'  
 17 actions.

18 87. An attorney's action for reasonable compensation accrues only when the contingency stated  
 19 in the original agreement has occurred -- i.e., the client has had a recovery by settlement or  
 20 judgment. *Fracasse v. Brent* , 6 Cal.3d 784. Less than one month following Defendant Gross'  
 21 retaliatory termination of Attorney Garrison on account of his insistence that he receive the fee  
 22 amount that he contractually agreed upon with Defendant Gross. After Attorney Garrison's  
 23 retaliatory termination, Defendant Gross retained co-Defendants, Outten & Golden, who have in  
 24 the same fashion as their client, engaged in conduct constituting unclean hands, fraud, and bad  
 25 faith by intentionally and unlawfully retaining Attorney Garrison's rightfully contracted for  
 26 attorney's fees.

27 88. Defendants, and each of them, violated the duty to act fairly and in good faith. Attorney  
 28 Garrison and Defendants entered into a contract. Attorney Garrison complied with the entirety of

1 the terms of his contract. All the prerequisite conditions for Defendants to perform their terms had  
 2 been completed. In preventing Attorney Garrison from receiving the benefits of his contractual  
 3 bargain, Defendants acted in a manner contrary to their 'fair and in good faith' requirements. fairly  
 4 and in good faith. With respect to Defendants Outten & Golden, these Defendants breached their  
 5 fiduciary duty to Attorney Garrison who, on account of their breach, has been and continues to be  
 6 harmed by Defendants' conduct.

7 Defendants, at all relevant times herein, owed a duty to Plaintiff. Defendants breached the  
 8 duty owing to Plaintiff and are therefore liable to Plaintiff for all economic and non-economic  
 9 damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear,  
 10 and misery.

11 WHEREFORE, Plaintiff prays for relief as set forth herein.

12 **SEVENTH CAUSE OF ACTION**  
 13 **Against All Defendants**  
 14 **NEGLIGENCE**

15 Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 16 as though set forth in full.

17 As argued above, Defendants, and each of them, owed a duty to care to Attorney Garrison  
 18 and on account of their conduct constituting bad faith and fair dealing, breached that duty and  
 19 continued to do so by refusing to deliver Attorney Garrison's legally contracted and rightfully  
 20 earned attorney's fees. Defendants' negligence is a substantial factor in causing Attorney  
 21 Garrison's harm.

22 Defendants, at all relevant times herein are therefore liable to Plaintiff for all economic and  
 23 non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of  
 24 life, anxiety, fear, and misery.

25 WHEREFORE, Plaintiff prays for relief as set forth herein.

26 **EIGHTH CAUSE OF ACTION**  
 27 **Against Defendant Gross**  
 28 **PRESUMPTION NEGLIGENCE PER SE**

29 Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 30 as though set forth in full.

1 94. **CALIFORNIA PENAL CODE SECTION 631** provides in pertinent parts the following:

2 (a) Any person who, by means of any machine, instrument, or contrivance, or in any  
 3 other manner, intentionally taps, or makes any unauthorized connection, whether  
 4 physically, electrically, acoustically, inductively, or otherwise, with any telegraph  
 5 or telephone wire, line, cable, or instrument, including the wire, line, cable, or  
 6 instrument of any internal telephonic communication system, or who willfully and  
 7 without the consent of all parties to the communication, or in any unauthorized  
 8 manner, reads, or attempts to read, or to learn the contents or meaning of any  
 9 message, report, or communication while the same is in transit or passing over  
 10 any wire, line, or cable, or is being sent from, or received at any place within this  
 11 state; or who uses, or attempts to use, in any manner, or for any purpose, or to  
 12 communicate in any way, any information so obtained, or who aids, agrees with,  
 13 employs, or conspires with any person or persons to unlawfully do, or permit, or  
 14 cause to be done any of the acts or things mentioned above in this section, is  
 15 punishable by a fine.

16 95. Defendant Gross violated this law and her violation was a substantial factor in bringing  
 17 about harm to Attorney Garrison. Defendant Gross' violation was intentional, malicious,  
 18 fraudulent and perpetrated to extort fees from Attorney Garrison. Defendant Gross violation of  
 19 this law was a substantial factor in bringing about the harm to Attorney Garrison.

20 96. Defendant, at all relevant times herein, is therefore liable to Plaintiff for all economic and  
 21 non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of  
 22 life, anxiety, fear, and misery.

23 WHEREFORE, Plaintiff prays for relief as set forth herein.

24 **NINTH CAUSE OF ACTION**  
 25 **Against All Defendants**

26 **INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

27 97. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 28 as though set forth in full.

98. On account of Defendants extreme and outrageous conduct, Defendants' intended, and or  
 2 acted with reckless disregard of the probability that Attorney Garrison would suffer emotional  
 3 distress. Attorney Garrison indeed suffered severe emotional distress which was a substantial  
 4 factor in causing Attorney Garrison's severe emotional distress.

1 99. Defendants, at all relevant times herein are therefore liable to Plaintiff for all economic and  
 2 non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of  
 3 life, anxiety, fear, and misery.

4 WHEREFORE, Plaintiff prays for relief as set forth herein.

5 **TENTH CAUSE OF ACTION**  
 6 **Against All Defendants**  
**Common Count: Money Had and Received**

7 100. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 8 as though set forth in full.

9 101. Despite receiving money that was intended for the benefit of Attorney Garrison,  
 10 Defendants have intentionally and recklessly withheld said monies from disbursement to Attorney  
 11 Garrison.

12 102. Defendants, at all relevant times herein, are therefore liable to Plaintiff for all economic  
 13 and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment  
 14 of life, anxiety, fear, and misery.

15 WHEREFORE, Plaintiff prays for relief as set forth herein.

16 **ELEVENTH CAUSE OF ACTION**  
 17 **Against All Defendants**  
**Conversion**

18 103. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 19 as though set forth in full.

20 104. Defendants wrongfully exercised control over Attorney Garrison's attorney's fees which  
 21 otherwise constitute his personal property. As such, Attorney Garrison is endowed with a right to  
 22 possess his money. On account of the conduct attested to herein, Defendants substantially  
 23 interfered with Attorney Garrison's property by knowingly or intentionally preventing Attorney  
 24 Garrison from gaining access to his fee monies despite repeated demands for its disbursement..  
 25 Attorney Garrison did not consent to Defendants' refusal to disburse his contracted for attorney's  
 26 fees that they held in their possession. Defendants' egregious conduct has been and continues to  
 27 be a substantial factor in causing Attorney Garrison's harm.

1 105. Defendants, at all relevant times herein, are therefore liable to Plaintiff for all economic  
 2 and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment  
 3 of life, anxiety, fear, and misery.

4 WHEREFORE, Plaintiff prays for relief as set forth herein.

5 **TWELFTH CAUSE OF ACTION**  
 6 **Against All Defendants**  
**BREACH OF FIDUCIARY DUTY**

7 106. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 8 as though set forth in full.

9 107. Defendants agreed to hold the Attorney Garrison's funds in trust by placing such in escrow.  
 10 A fiduciary relationship is "any relation existing between parties to a transaction wherein one of  
 11 the parties is in duty bound to act with the utmost good faith for the benefit of the other party. Such  
 12 a relation ordinarily arises where a confidence is reposed by one person in the integrity of another,  
 13 and in such a relation the party in whom the confidence is reposed, if he voluntarily accepts or  
 14 assumes to accept the confidence, can take no advantage from his acts relating to the interest of  
 15 the other party without the latter's knowledge or consent. . ." *Wolf v. Superior Court* (2003) 107  
 16 Cal.App.4th 25, 29. Traditional examples of fiduciary relationships in the commercial context  
 17 include trustee/beneficiary, directors and majority shareholders of a corporation, business partners,  
 18 joint adventurers, and agent/principal." *Wolf, supra*, 107 Cal.App.4th at p. 30.

19 108. "In order to plead a cause of action for breach of fiduciary duty against a trustee, the  
 20 plaintiff must show the existence of a fiduciary relationship, its breach, and damage proximately  
 21 caused by that breach; the absence of any one of these elements is fatal to the cause of action. The  
 22 beneficiary of the trust has the initial burden of proving the existence of a fiduciary duty and the  
 23 trustee's failure to perform it; the burden then shifts to the trustee to justify its actions." *LaMonte*  
 24 *v. Sanwa Bank California* (1996) 45 Cal.App.4th 509, 517.

25 109. Defendants created a Fiduciary Relationship when DEFENDANTS voluntarily induced  
 26 Attorney Garrison to sign an escrow Agreement and agreed to hold the Attorney Garrison's funds  
 27 in trust, in escrow and breached such, by refusing to relinquish monies upon the completion of  
 28 conditions that required escrow in the first instance. Defendants, at all relevant times herein, owed

1 a fiduciary duty to Plaintiffs. Defendants breached their fiduciary duty owing to Plaintiff and are  
2 therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental  
3 and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

4 110. Defendants' conduct in breaching this special fiduciary duty of trust was intentional,  
5 malicious, fraudulent, entitling Attorney Garrison to punitive damages.

6 WHEREFORE, Plaintiff prays for relief as set forth herein.

7 **THIRTEENTH CAUSE OF ACTION**  
8                   **Against All Defendants**  
9                   **Common Count: Account Stated**

10 111. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
11 as though set forth in full.

12 112. An account stated is an agreement between the parties, based on prior transactions between  
13 them establishing a debtor-creditor relationship, that a particular amount is due and owing from  
14 the debtor to the creditor. The agreement may be oral, in writing, or implied from the parties'  
15 words and conduct.

16 113. Defendants owe Attorney Garrison attorney's fees as monies on an account. Defendants  
17 signed an Escrow Agreement to hold Attorney Garrison's money. Defendants agreed with the  
18 amount of monies due and owing as asserted by Attorney Garrison based upon his contracted with  
19 his client, Defendant Gross. Defendants, by words, conduct, and contract promised to pay the  
20 stated amount to Attorney Garrison. Defendants have not paid Attorney Garrison any of the  
21 amount owed under this account. The amount of money Defendants owe Attorney Garrison is  
22 \$166,666.67.

23 114. Defendants, at all relevant times herein, are therefore liable to Plaintiff for all economic  
24 and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment  
25 of life, anxiety, fear, and misery.

26 115. Defendants' conduct in breaching this Special Fiduciary Duty of trust was intentional,  
27 malicious, fraudulent, entitling Attorney Garrison to punitive damages.

28 WHEREFORE, Plaintiff prays for relief as set forth herein

**FOURTEENTH CAUSE OF ACTION**  
**Against All Defendants**  
**BREACH OF DUTIES OF ESCROW HOLDER**

116. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

117. Defendants Outten & Golden LLP, Wayne N. Outten, Anne Golden, Justin Swartz, Melissa Washington, Does 1-150 volunteered to be Escrow holders. Escrow holders have a fiduciary duty to the parties in escrow. “An escrow holder has a fiduciary duty to the escrow parties to comply strictly with the parties’ instructions. The holder only assumes this duty by agreeing to execute the escrow. The obligation to exercise reasonable skill and diligence in carrying out the escrow instructions, and to comply strictly with the depositor’s written instructions are within the duties undertaken in the contract.” Kangar lou v. Progressive Title Co., Inc. (2005) 128 Cal.App.4th 1174, 1179.

118. Defendants, at all relevant times herein, owed a Fiduciary duty to Plaintiff. Defendants failed to exercise reasonable skill and diligence in carrying out the escrow instructions providing: "Outten & Golden LLP agrees to keep \$165,000 in escrow (1/3rd of \$500,000) in satisfaction of Mr. Garrison's attorney's fee lien until the fee dispute between the parties is resolved."

119. Instead, Defendants, and each of them, have prevented the resolution of the fee dispute by asserting that Attorney Garrison is not entitled to any attorney's fees. Escrow holders by definition cannot serve as advocates against the interests of the escrow party whose interest they are charged to protect on account of their custodianship of the escrow. i.e., "Escrow holders have a fiduciary duty to the parties in escrow".

120. Defendants breached the fiduciary duty owing to Plaintiff and are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

121. Defendants' conduct in breaching this Special Fiduciary Duty of trust was intentional, malicious, fraudulent, entitling Attorney Garrison to punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth herein.

**FIFTEENTH CAUSE OF ACTION  
Against All Defendants  
Constructive Fraud (Civ. Code, § 1573)**

122. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

123. California Civil Section 1573 states that Constructive fraud consists of:

“1. In any breach of duty which, without an actually fraudulent intent, gains an advantage to the person in fault, or anyone claiming under him, by misleading another to his prejudice, or to the prejudice of anyone claiming under him; or, 2. In any such act or omission as the law specially declares to be fraudulent, without respect to actual fraud.”

124. Defendants, and each of them, have committed “constructive fraud” against Attorney Garrison in refusing to deliver his monies, while concealing their true intent at the time Defendants induced Attorney Garrison to sign the “Escrow Agreement,” i.e., an intent to withhold his money despite volunteering to hold such in trust. Thus, Defendant engaged:“(1) a fiduciary or confidential relationship; (2) nondisclosure (breach of fiduciary duty); (3) intent to deceive, and (4) reliance and resulting injury (causation).” *Younan v. Equifax Inc.* (1980) 111 Cal.App.3d 498, 516 fn. 14.

125. Defendants breached the fiduciary duty owing to Plaintiff and are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

126. Defendants' conduct in breaching this Special Fiduciary Duty of trust was intentional, malicious, fraudulent, entitling Attorney Garrison to punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth herein.

**SIXTEENTH CAUSE OF ACTION  
Against Defendant CIERA GROSS  
DEVIATION VIOLATION OF WIDGET**

127. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

128. Defendant violated California Wiretapping law, Penal Code section 601 designed to protect a citizen's privacy guaranteed by California Constitution Art 1 Section 1: "All people are by nature

1 free and independent and have inalienable rights. Among these are enjoying and defending life  
 2 and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety,  
 3 happiness, and privacy.”

4 129. Defendant Gross admitted: “*Unfortunately, I felt the need to start recording our*  
 5 *conversations after you advised me to have Google add "alleged physical damages" to the*  
 6 *settlement agreement where I told you I had not suffered any physical damages.*”

7 130. California Penal Code 601 provides a person commits a crime and is liable for \$5000 for  
 8 each unauthorized, unconsented to recording:

9 (a) Any person who, by means of any machine, instrument, or contrivance, or in any other  
 10 manner, intentionally taps, or makes any unauthorized connection, whether physically,  
 11 electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire,  
 12 line, cable, or instrument, including the wire, line, cable, or instrument of any internal  
 13 telephonic communication system, or who willfully and without the consent of all parties  
 14 to the communication....”

15 131. Defendant Gross is therefore liable to Plaintiff for all economic and non-economic  
 16 damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear,  
 17 and misery.

18 WHEREFORE, Plaintiff prays for relief as set forth herein

19 **SEVENTEENTH CAUSE OF ACTION**  
 20 **Against All Defendants**  
 21 **NEGLIGENT MISREPRESENTATION**

22 132. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 23 as though set forth in full.

24 133. Defendants negligently misrepresented to Attorney Garrison that Defendants would hold  
 25 his attorneys' fees until resolution of the final accounting of said attorney's fees, but represented  
 26 such when concealing their true intent to keep the entirety of the attorney's fees for themselves.  
 27 Defendants did not reasonably believe that the representations they made were true. Defendants  
 28 intended that Attorney Garrison rely on their representations which in fact, Attorney Garrison did  
 29 rely on them as evidenced by his signing the ‘Escrow Agreement’. Attorney Garrison's reliance  
 30 on Defendants' representations was a substantial factor in causing his harm.

134. Defendants are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

135. Defendants' conduct in their misrepresentation to Attorney Garrison was intentional, malicious, fraudulent, entitling Attorney Garrison to punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth herein

**EIGHTEENTH CAUSE OF ACTION**  
**Against All Defendants**  
**NEGLIGENT INTERFERENCE WITH**  
**PROSPECTIVE ECONOMIC INTEREST**

136. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint as though set forth in full.

137. Attorney Garrison and Defendant Gross engaged in an economic relationship that was should have reasonably resulted in a mutually beneficial result. Defendants knew or should have known of this relationship; Defendants knew or should have known that this relationship would be disrupted if Defendants failed to act with reasonable care. Defendants failed to act with reasonable care; Defendants engaged in wrongful conduct by refusing to deliver to Attorney Garrison his attorney's fees after repeated demands.

138. Defendants' illegal conduct has disrupted and continues to disrupt the resolution of the disbursement of Attorney Garrison's attorneys' fees and as such, Attorney Garrison was harmed substantially based upon Defendants' wrongful conduct.

139. Defendants are therefore liable to Plaintiff for all economic and non-economic damages, including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and misery.

140. Defendants' conduct in breaching this Special Fiduciary Duty of trust was intentional, malicious, fraudulent, entitling Attorney Garrison to punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth herein

1 **NINETEENTH CAUSE OF ACTION**  
 2 **Against All Defendants**  
 3 **Violation of Business & Professions Code Section 17200**  
 4 **Unfair Competition**

5 141. Plaintiff Attorney Garrison incorporates by reference the prior paragraphs of this complaint  
 6 as though set forth in full.

7 142. BUSINESS AND PROFESSIONS CODE Section 17200 provides: “Unfair competition  
 8 shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair,  
 9 deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with  
 10 Section 17500) of Part 3 of Division 7 of the Business and Professions Code”

11 143. Defendants, and each of them, engaged in “unlawful, unfair or fraudulent business act or  
 12 practice and unfair, deceptive” conduct by failing to deliver to Attorney Garrison his attorney fees  
 13 or to appoint a neutral escrow holder to resolve the dispute of the attorney’s fees. Instead of taking  
 14 a reasonable course of action, Defendants have required Attorney Garrison to retain attorneys and  
 15 incur losses, damages and harm, including lost interest on the funds in Defendants’ possession.

16 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**  
 17 **Against all Defendants**

18 144. Plaintiff brings these claims as private attorney general pursuant to Business & Professions  
 19 Code § 17204. This Code provides in pertinent part: “Actions for relief pursuant to this chapter  
 20 shall be prosecuted ...by a person who has suffered injury in fact and has lost money or property  
 21 as a result of the unfair competition.” Plaintiff seeks to enjoin Defendants from engaging in the  
 22 unfair and fraudulent business practices alleged, and to require Defendants to make restitution of  
 23 all monies wrongfully obtained through their unfair and fraudulent business practices. A private  
 24 attorney general/representative action is necessary and appropriate because Defendants have  
 25 engaged in the wrongful acts alleged as a general business practice.

26 145. Attorney Garrison will be entitled to Attorney fees pursuant to Code of Civil Procedure  
 27 Section 1021.5., providing: “Upon motion, a court may award attorneys’ fees to a successful party  
 28 against one or more opposing parties in any action which has resulted in the enforcement of an  
 important right affecting the public interest.” Fraud and deception by attorneys is a matter of public  
 concern and public interest as the facts in this case plainly demonstrate.

1 146. Defendants are therefore liable to Plaintiff for all economic and non-economic damages,  
 2 including all pain, mental and emotional distress, loss of enjoyment of life, anxiety, fear, and  
 3 misery.

4 147. Defendants' conduct in breaching this Special Fiduciary Duty of trust was intentional,  
 5 malicious, fraudulent, entitling Attorney Garrison to punitive damages.

6 WHEREFORE, Plaintiff prays for relief as set forth herein.

7 **PUNITIVE DAMAGES**

8 148. Plaintiff Attorney Garrison hereby incorporates herein by this reference all the preceding  
 9 paragraphs of this complaint as though those allegations are set forth here in full.

10 149. Defendants' acts, as alleged herein, as to all causes of action, were intentional, outrageous,  
 11 despicable, oppressive, fraudulent, and done with ill will and intent to injure Attorney Garrison  
 12 and to cause him mental anguish, anxiety, and distress. Defendants' acts were done in conscious  
 13 disregard of the risk of severe emotional harm to Attorney Garrison and with the intent to injure,  
 14 constituting oppression, fraud, and malice under California Civil Code §3294, entitling Attorney  
 15 Garrison to punitive damages.

16 **PRAYER FOR RELIEF**

17 Plaintiff respectfully prays for relief as follows:

- 18 1. For a money judgment for emotional distress, pain, suffering and other  
     general damages according to proof with pre-judgment and post-judgment  
     interest thereon;
- 20 2. For a money judgment representing compensatory special and economic  
     damages together with interest on these amounts-- according to proof with  
     the prejudgment interest thereon, including, but not limited, out of pocket  
     expenses, other incidental and consequential expenses; wage losses;  
     damage to personal property; all according to proof at trial;
- 22 3. For attorneys' fees pursuant to CCP 1021.5 and all legal and statutory basis,  
     and all costs of suit incurred herein; and

4. For Punitive damages in the amount of \$3,000,000 against each DEFENDANT to protect the safety of society.
5. For an order mandating Defendants deliver the total sum of Attorney Garrisons fees with pre-judgment and post judgment interest at the rate of 10% per annum.
6. All other and further relief as the court deems just and proper.

Dated: March 14, 2022

RESPECTFULLY SUBMITTED,

## LAW OFFICES OF BONNER & BONNER

*/s/Charles A. Bonner*

Charles A. Bonner

Attorney for Plaintiff